

ALAMEDA COUNTY SUPERIOR COURT
APPLICATION FOR APPOINTMENT TO ADR PANELS
including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration

1. APPLICANT:

Applicant's Name: FRED D. BUTLER
Firm Name: FRED D. BUTLER & ASSOCIATES
Address: 50 CALIFORNIA ST, STE 1500
SAN FRANCISCO, CA 94111
City/State/Zip: _____
Telephone: (415) 826-5629 Fax: (650) 756-2715
Email: FDBI@AOL.COM

2. PANEL REQUEST: *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☐ Neutral Evaluation ☒ Private Arbitration

3. EDUCATION:

Dates (from-to)	College/University/Law School	Degree Obtained
<u>1982-1986</u>	<u>HASTINGS COLLEGE OF LAW</u>	<u>JD</u>
<u>1974-1977</u>	<u>NEW YORK UNIVERSITY</u>	<u>MPA</u>
<u>1968-1974</u>	<u>RUTGERS UNIVERSITY</u>	<u>BA</u>

4. LEGAL EXPERIENCE: State Bar No. 124252 Date Admitted: 11/86

A. Are you a member in good standing of the State Bar of California? ☒ Yes ☐ No

B. Are you a retired judicial officer? ☐ Yes ☒ No

Please describe when/where you last served as a judicial officer: _____

C. Are you actively engaged in the practice of law at this time? ☐ Yes ☒ No

If not, are you retired from practice? NO Date retired: _____

If your license is presently inactive, please explain: _____

D. Are you currently active in litigation practice? ☐ Yes ☒ No

Approximately what percentage of your practice involves litigation? _____%

E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of: plaintiffs _____%; of defendants _____%?

F. How many of the following have you personally handled as attorney of record in the past five years? Jury Trials _____; Court Trials _____; Mediations 100+ Arbitrations 100+

G. Describe any legal publications or teaching you have done:

Adjunct Professor - Hastings College of Law - ADR
" " " Shaw University - Public Admin.

5. ADR TRAINING and EXPERIENCE

Course Title	Sponsoring Organization	Hours of Credit	Dates
<u>Arbitration Training</u>	<u>AAA</u>	<u>80</u>	<u>1998, 1999, 2001</u>
<u>Mediation Training</u>	<u>State Bar School of Law</u>	<u>40</u>	<u>1994</u>
<u>ADVANCED COURSES</u>	<u>Various</u>	<u>200+</u>	<u>1995 - 2003</u>

A. Number of years experience as: mediator 8; arbitrator 15; neutral evaluator 0;

B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Solano County - Med/Arb.

San Mateo Ct - Med, SF County Med/Arb - Fed Dist Ct, Med, Eyalote

C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided:

Alameda Co Cour - 1998 - Pres, 2000 1998 - Pres, US Postal Service/Arb
1999 Pres; ADR Summer 2003 - Pres Arb/Med

D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.

1. RACE DISCRIMINATION - MEDIATION - 2003 SOLE
2. SEX DISCRIMINATION - MEDIATION - 2003 SOLE
3. EXECUTIVE COMPENSATION - ARBITRATION - 2002 PANEL
4. REAL ESTATE / GOV'T TAXING - APPELLATE MEDIATION - 2003 - SOLE
5. PROPERTY DIVISION - APPELLATE MED - 2002 - SOLE

E. Is your ADR style best described as ☒ facilitative or ☐ evaluative/directive?

F. Describe any ADR related publications or training you have done:

State Bar of California, SF County Bar Assn
Steve Rosenberg, Cultural Diversity Culture & Law

G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.

Attach a copy of your fee agreement. (Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).

\$350 - per hour

6. AVAILABILITY/SPECIAL REQUIREMENTS

A. List any languages, other than English, in which you are able to conduct ADR proceedings:

B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:

Spanish, American, Caribbean, South American

C. You are available to conduct ADR conferences: ☐ in your office; ☒ at counsel's office; ☒ other (please describe: Conference facilities)

D. You are available to conduct ADR proceedings: ☒ during regular office hours; ☒ evenings by appointment; ☒ weekends by prior arrangement;

E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:

Copies of pleadings, Overview Statement

7. SUBJECT MATTER DESIGNATION

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

Case Type Accepted	% of Practice	Judicial Arb.	Mediation	Neutral Eval.	Private Arb.
Bankruptcy					
Business/Corp.		✓	✓		✓
Civil Rights		✓	✓		✓
Collections					
Construction		✓	✓		✓
Contracts		✓	✓		✓
Elder law/abuse		✓	✓		✓
Employment		✓	✓		✓
-Discrimination		✓	✓		✓
-Harassment		✓	✓		✓
-Termination		✓	✓		✓
Environmental		✓	✓		✓
Fraud		✓	✓		✓
False Imprison.		✓	✓		✓
Family Law		✓	✓		✓
HO Ass'n		✓	✓		✓
Insurance Cov.					
Intellect. Property					
Landlord-Tenant		✓	✓		✓
Legal Malpractice					
Maritime					
Med Malpractice		✓	✓		✓
Partnership		✓			✓
P.I. – Auto		✓			✓
P.I. – Other		✓	✓		✓
Premises Liability		✓	✓		✓
Probate/Trust					
Product Liab.		✓	✓		✓
Real Property		✓	✓		✓
Securities		✓	✓		✓
Tax					
Toxic Torts		✓	✓		✓
Wrongful Death		✓			✓
Other:					

RE:

MEDIATION AGREEMENT

This is to confirm that you have retained me to act as mediator in the above dispute. The purpose of this letter is to set forth the basic elements of that retention and of the mediation process. Please review it and if it is acceptable, please sign where indicated and return to me right away. Facsimile is acceptable. If you have any questions or concerns, please give me a call.

1. My role will be that of mediator to assist the parties in reaching any agreement each finds acceptable. I will have no power as a judge or arbitrator or other decision maker. I will not provide any party with any legal, financial, tax or other professional advice in connection with this matter. The parties have the opportunity to be represented by their own legal counsel, and have access to such other professional advice as they desire.

2. I have no interest in the outcome of this dispute, either because of any relationship with the parties or attorneys or because of any payment contingent on the outcome of the mediation. I have no prior business or close personal relationships with the parties or their counsel. If you have any concerns about my impartiality in this matter, please let me know immediately.

3. My fees for service are \$350 per hour for time spent in the mediation beyond the pro-bono time. There may also be a cost for conference room facilities, depending upon where the mediation conference is conducted.

4. Fees are the joint and several obligation of the attorneys and parties on each side to the extent of that side's agreement to pay fees. All final charges will be paid within ten (30) days of receipt of an itemized written bill.

4. Consistent with state law, all oral and written statements made in connection with the mediation will be confidential. This is explained further in the confidentiality agreement I will ask participants to sign. I am enclosing a copy for your review. The parties agree that notwithstanding the terms of Section 1152.5 of the Evidence Code, any agreement in writing entered into at the mediation and signed by the party to be charged will be enforceable pursuant to the terms of Section 664.6 of the Code of Civil Procedure.

5. This Agreement to Mediate can be signed in counterpart and be binding, with all signed copies to be considered part of

the original. Each person purporting to sign as representative of another entity represents and warrants that such person has the authority to do so.

6. Your signature below will constitute agreement to all the foregoing terms.

I look forward to working with all of you to assist the parties in reaching a resolution of this matter. If you have any questions or comments concerning this Agreement to Mediate or the mediation process, please do not hesitate to contact me.

Very truly yours,.

Fred D. Butler, Esq.

I have read the terms of this Agreement to Mediate and agree to be bound by them.

For:
Plaintiff(s)

For:
Defendant(s)

Date: _____

Date: _____